

TERMS AND CONDITIONS

These are the Terms and Conditions of Sale for all programs, online courses and any other services sold by **Trish Burton** (ABN [56 194 760 651](#)) trading as **Trish Burton Design** on our website, www.trishburton.com.au.

Please read these terms and conditions carefully, as they apply to all transactions between us and can only be waived or varied in writing signed by us. By proceeding with a purchase with us, you're indicating to us that you've read, understood and agreed to enter into a binding agreement with us on these terms and conditions. If you have any questions or concerns about our terms and conditions, Services or Website, or any purchase you make through the Website, please don't hesitate to get in touch with us.

ECOMMERCE

While we take every care to make sure our Website is accurate and up to date, we're only human and from time to time, mistakes may occur (for example, a pricing error or inclusions error).

Please note that when you submit an order through the Website, no agreement is formed until we process and accept your order and send you a confirmation. If there's been an error leading to your order (such as a pricing error), we may choose not to complete the order, but we'll be sure to contact you to discuss your options (for example, placing an order at the correct price).

PAYMENT

You agree to pay us the purchase price for the Services listed on the Website (subject of course to the proviso above, in the case of accidental errors and omissions). Prices are listed in Australian dollars (AUD) and are inclusive of GST, unless otherwise stated on the Website.

The payment structure for all Services includes **full-fee upfront payment or monthly installments**. Please see our Website for further details or contact us for further information on our available payment options.

We currently accept payment via **Stripe**. We may offer other ways to pay from time to time, such as through other third-party payment gateways or processors or electronic funds transfer into our nominated bank account. Please ask us for more information.

In making a payment, you warrant to us that you've read and agreed to the terms of any other third-party payment gateway or processor we use on the Website from time to time, which are available on their website. You understand that these services are provided by third parties and are made available to you on our Website for convenience only.

We're not responsible for any issues, loss or damage arising out of those facilities. If you have an issue with a third-party provider, please contact them directly.

We may vary our prices from time to time. You agree and acknowledge that we may do so at any time on notice, and that such notice is given by us posting the updated price on our Website or otherwise notifying you.

If you fail to make a scheduled payment, or if any such payment is returned or denied for any reason, we may terminate this Agreement or suspend or cancel your access, at our absolute discretion, unless or until payment is received.

LICENCE

In order to purchase access to an online course, you must first create an online account.

As a purchaser of an online course, we grant you a worldwide, non-exclusive, royalty-free, revocable license to access the course and all associated intellectual property in accordance with these terms, copy and store the online course content contained therein in your device's cache memory and to print pages from the online course for your own personal and non-commercial use.

We don't grant you any other rights whatsoever in relation to the Website or the online course. Specifically, you are prohibited from re-using the content contained in the online course for commercial use.

Trish Burton Design can revoke this license immediately and without notice if you use the content other than in accordance with this license.

RISK

Risk in the Services supplied under this Agreement passes to you once the Services are made available to you; that is, once the email with your login details has been delivered.

DISCOUNTS

We may offer discounts from time to time. Please note that discounts are not available in conjunction with any other offer (for example, if we have two promotions on offer at the same time, you can only apply one discount to a purchase, not both).

Discounts are available for the stated time, or else for a period of **seven (7)** days from the date that the offer was first made (whichever occurs first).

We reserve the right to revoke any discount offer at any time without notice.

ACCESS

Once we've received your payment and confirmed your order, you'll receive an email with your login details to access the Services.

If you have any technical problems accessing your online account or accessing the material which forms part of the Services, please contact us for assistance.

CONDUCT

You agree to follow our rules for participation in the services. You understand and agree that you must treat our members with respect and to refrain from conduct which is otherwise illegal, discriminatory, harassing, threatening, sexist, defamatory, vilifying, bullying, trolling, misleading or deceptive.

Failure to comply with this clause amounts to a breach of this Agreement and **Trish Burton Design** may suspend or limit your access to the Services or terminate this Agreement.

EVENTS BEYOND CONTROL

Trish Burton Design will not be liable for any loss caused by any failure to observe the terms and conditions of this Agreement, where such failure is occasioned by causes beyond its reasonable control including, but not limited to, by fire, flood, other extreme weather event or natural disaster, riot, strike, act of war, terrorist attack, nuclear event, pandemic, epidemic, widespread contagion, quarantine restriction, critical infrastructure failure, severe disruption to virtual infrastructure, restriction or prohibition or any other action by any government or semi government authority, or major injury or illness of key personnel. We may choose to cancel your order, or otherwise to complete your order once things have returned to normal. If we expect a major delay, we'll contact you to discuss a suitable solution.

ADVICE, INFORMATION AND INSTRUCTIONAL VIDEOS

We may give you advice, recommendations, information, instruction or assistance in relation to the Services and in material provided to you through the Services, believing it to be accurate, appropriate and reliable at the time but we don't give any warranty of accuracy, appropriateness or reliability.

The information, advice and instruction we give are general in nature and is not intended to constitute or substitute for professional or medical advice. You should seek appropriate professional advice suitable for your personal circumstances if necessary.

We won't accept any liability or responsibility (including liability for negligence) for any loss suffered because of your or any other person's reliance on information or advice we provide on our Website, unless otherwise required by law.

LINKED WEBSITES

In the Services, we may link to and from other websites that we think share our ethos and that we think you will find helpful. Those websites will have information collated and presented by third-party businesses, organisations and individuals. Please note that we may include these links for your convenience, however we don't necessarily endorse or support the views, opinions, standards or information expressed on them. For your own safety, please make sure you check the protocols and standards of the linked websites before using them.

Of course, because the linked websites are run by third parties, we can't warrant or represent that any of the information on them is up to date, complete or correct. While we do our best to make sure we link to reputable websites, we can't accept responsibility or liability for any loss, damage, cost or expense you or anyone else might incur because you've used or relied on material on the linked websites, so please make sure you use caution and common sense while browsing online, especially if you're making purchases.

AUSTRALIAN CONSUMER LAW

The Services come with guarantees that cannot be excluded under the Australian Consumer Law, which forms Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL).

Nothing in these terms excludes any right, guarantee or warranty you're entitled to by law, however we do exclude all other guarantees, conditions and warranties to the maximum extent permitted by law. We also specifically exclude liability for negligence.

Wherever possible, our liability for breach of any condition, warranty or guarantee is limited, at our option, under s64A of the ACL to replacement of the Services or the cost of having the Services replaced, or such other remedy that we see fit.

We won't be liable for any consequential loss or damage or other direct or indirect loss or damage, except where we are unable to limit or exclude such loss under the ACL (for example, we are unable to exclude or limit liability for consequential loss arising out of a breach of a consumer guarantee).

DISCLAIMER AND LIMITATION OF LIABILITY

Except as set out above, to the maximum extent permitted by law, we exclude all terms, guarantees, warranties, representations or conditions which are not expressly stated in these terms and conditions.

Please note that we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee to which you are entitled under the ACL), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services, Website or these terms and conditions (including as a result of not being able to use or access the Services or Website), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

We make the Services available to you, however you use the Services at your own risk. Everything in the Services is provided "as is" and "as available" – we don't make any representations or warranties of any kind.

If for any reason you are not a consumer of Services for the purposes of the Australian Consumer Law, we exclude all liability to you, however arising, including by negligence.

CANCELLATION POLICY

Students wishing to cancel their enrolment must submit notification of withdrawal in writing within **7 days of the confirmation of enrolment**. It is recommended students contact **Trish Burton Design** within 24 hours of submitting a cancellation request to confirm receipt. **Trish Burton Design** accepts no responsibility for and will not be liable for non-receipt of messages or transmissions.

REFUND POLICY

Refunds will only be provided in accordance with our obligations under Australian Consumer Law. We are not required to provide a refund if you change your mind about the course that you chose to enrol into.

However, while course fees are non-refundable, students may have extenuating circumstances that prevent them from undertaking their course. Where evidence can be successfully provided to support the student's circumstances, course fees may be refunded or partially refunded as per the following:

- A full refund is permitted if the enrolment is cancelled within 7 days.
- No refund will be provided after 7 days.
- No refund will be provided where work or assessment has been saved or submitted.

INTELLECTUAL PROPERTY

All content in the Services and Website is subject to copyright and is protected by copyright under the laws of Australia and through international treaties. Unless we say otherwise, all rights (including copyright) in the Services and website (including text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned or controlled by us and are reserved by us.

You acknowledge and agree that all intellectual property rights owned by us or to which we are entitled before and after this Agreement will remain our sole property and that nothing in this Agreement transfers any ownership in our intellectual property rights to you.

If you would like to share our website or social media content that's freely available for re-use or is in the public domain, you are permitted to do so, as long as you attribute same to us and link back to our website. This includes images on our website and social media profiles, unless we explicitly cite a copyright notice indicating otherwise. If you'd like to share, re-publish or otherwise use our website or content in a way that you aren't expressly authorised to do by these terms, please don't hesitate to get in touch with us.

You are expressly prohibited from producing, publishing, or otherwise distributing any of the Intellectual Property (such as our course content), save as to any licence of the Intellectual Property or part thereof granted under this Agreement.

PROMOTION

You grant us permission to use and reproduce your name, business or trading name and logo (if applicable), photograph or likeness, including any trade marks, as well as evidence of services delivered and results achieved to promote our business.

We love it when you post about our products on social media. If you do share images or videos (or any other depiction whatsoever) of our products on your social media (**Posts**), you provide to us your express and unconditional consent to share your Posts on our social media. We will of course provide appropriate attribution to you (through tagging you or other appropriate means) when reposting your Posts.

CONFIDENTIALITY

You acknowledge that you may have access to certain confidential information of **Trish Burton Design**, including (but not limited to) technical information and know how relating to the Services, the Website and **Trish Burton Design (Confidential Information)**. You agree to treat as confidential the Confidential Information and not use or disclose the Confidential Information during the term of this Agreement or thereafter, other than in connection with performing this Agreement or with our prior written consent.

In the event of a breach or threatened breach by you of this clause, you acknowledge we will be irreparably harmed, and monetary damages will be an insufficient remedy. Accordingly, you consent to enforcement of this clause by means of temporary or permanent injunction and other appropriate legal or equitable relief in any competent court.

This clause survives the expiry or termination for any reason of this Agreement.

You agree the restrictions set out in this clause are reasonable and necessary to protect our goodwill and reasonable commercial interests.

RELATIONSHIP OF PARTIES

The relationship between the parties is that of independent contractors and nothing in this Agreement is to be construed as constituting an agency, partnership, joint venture, relationship of employee and employer or franchisor and franchisee or any other form of association between the parties.

DISPUTE RESOLUTION

If a dispute arises between the parties, the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause.

The party must inform the other party in writing of the following:

- the nature of the dispute;
- the outcome they desire to resolve the dispute, and
- the action they believe will settle the dispute.

On receipt of the notice by the other party, both parties will make every effort, without delay and in good faith, to resolve the dispute by mutual negotiation within fourteen (14) Business Days.

If the parties are unable to resolve the dispute in that time, the parties must agree on selection of a mediator (if the parties are unable to agree, they agree to request that the President of the Law Society of **Victoria** appoint a mediator) and will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance). The parties must each pay their own costs associated with the mediation, which must be held in **Melbourne, Victoria**.

The existence of a dispute or the commencement of proceedings does not affect the obligation of the parties to continue to perform their obligations under this Agreement.

This clause survives termination of this Agreement.

INDEPENDENT LEGAL ADVICE

You can seek independent legal advice on these terms and contact us to negotiate changes or amendments to these conditions before proceeding with your order. If you don't do so, we'll take it that you've read, understood and agreed to be bound by these conditions, and that you consider the conditions fair and reasonable and not against public policy.

VARIATION

We may make permitted variations to these conditions at any time by updating this document and giving notice to you by posting a copy on the Website, or otherwise notifying you in writing. The variations will take effect thirty (30) days after the date of posting. Your continued access and use of the Services will indicate your acceptance of the variations.

Permitted variations will be limited to those reasonably required by us to protect our legitimate business interests and which do not seriously impact the benefit you receive under this Agreement.

SEVERANCE

If any part of these conditions is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed, and the rest of the Agreement will remain in force.

ASSIGNMENT

The rights of each party under this Agreement are personal. You may only assign, charge, transfer or otherwise encumber or dispose of any of their rights under this Agreement with our prior written consent, which can only be withheld on reasonable grounds. We may assign, charge, transfer or otherwise encumber or dispose of any of their rights under this Agreement on giving you notice in writing.

ENTIRE AGREEMENT

The contents of this Agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Agreement, whether orally or in writing.

WAIVER

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.

TERM

This Agreement commences on the date that it is accepted by you and will remain in force until each party has fulfilled their obligations under this Agreement, unless terminated earlier in accordance with this Agreement or general law.

TERMINATION

We may terminate this Agreement at any time on thirty (30) days' written notice to you. All disclaimers and limitations of liability will survive termination. Any accrued rights or remedies to which either party is entitled will not be affected.

JURISDICTION

As we're based in **Victoria**, these conditions will be governed by the laws of that state/territory. If we do end up in court, you agree that the non-exclusive venue for resolving any dispute will be in the courts of **Victoria**, Australia.